

to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

33.2 Except as otherwise expressly agreed to herein, each Ancillary Function provided by BellSouth to AT&T herein shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that BellSouth provides in BellSouth network to itself, its own Customers, its affiliates or any other entity. This Section is not intended to limit BellSouth's ability during this Agreement to offer to AT&T nor AT&T's ability to accept Ancillary Functions with varying degrees of features, functionalities and characteristics.

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its Customers.

33.4 Ancillary Functions provided by BellSouth to AT&T shall be allocated to AT&T on a basis that is at least equal to that which BellSouth provides to itself, its Customers, its affiliates or any other entity.

PART IV: PRICING

34. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

35. Local Service Resale

The rates that AT&T shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

36. Unbundled Network Elements

The prices that AT&T shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

36.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

37. Compensation For Call and Transport Termination

The prices that AT&T and BellSouth shall pay are set forth in Table 1.

38. Ancillary Functions

38.1 Collocation - The prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that AT&T shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that AT&T shall pay to BellSouth are set forth in Table 4.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

40. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

41. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

TABLE 1

UNBUNDLED NETWORK ELEMENTS

Network Interface Device	
Per month	\$ 1.08
Installation of 2 wire/4 wire ALEC NID	
NRC First	\$70.32
NRC Add'l	\$54.35
NID to NID Cross Connect, 2 wire or 4 wire, NRC	\$6.15
Loops, including NID	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
2 wire ADSL, per month	\$ 15.81
NRC, First	\$113.85
NRC, Add'l	\$ 99.61
2 wire HDSL, per month	\$ 12.12
NRC, First	\$113.85
NRC, Add'l	\$ 99.61
4 wire HDSL, per month	\$ 18.24
NRC, First	\$116.91
NRC, Add'l	\$101.71
Sub-Loops	
Loop Distribution per 2 wire Analog VG Loop, (including NID), per month	\$ 8.57
NRC, First	\$ 78.29
NRC, Add'l	\$ 58.33
Loop Distribution per 4 wire Analog VG Loop (including NID), per	\$ 11.29

month	
NRC, First	\$112.07
NRC, Add'l	\$ 92.11
Unbundled Loop Channelization System (DSI to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50
End Office Switching	
Ports	
2 wire	\$ 2.00
NRC First	\$ 38.00
NRC Add'l	\$ 15.00
4 wire	\$ 9.14
NRC First	\$ 5.86
NRC Add'l	\$ 5.86
2 wire ISDN	\$ 13.00
NRC First	\$ 88.00
NRC Add'l	\$ 66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DSI	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge

Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$ 100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$ 820.00
DA transport	
Local Channel DS1, per month	\$ 43.64
NRC, first	\$ 242.45
NRC, add'l	\$ 226.44
Dedicated DS1 Level	\$0.6013
Interoffice per mile, per month	
Dedicated DS1 Level	\$ 99.79
Interoffice per facility termination, per month	
NRC, First	\$ 45.91
NRC, Add'l	\$ 44.18
Installation NRC, per trunk or signaling connection	
NRC, first	\$ 206.06
NRC, Add'l	\$ 4.71
Switched Common	
per DA call	\$0.0003
per DA call per mile	\$0.00001
Tandem Switching	
per DA call	\$0.00055
Dedicated Transport	
Dedicated DS1 Level, per mile,	\$0.6013

per month	
Dedicated DS1, facilities termination, per month	\$101.61
NRC, First	\$ 45.91
NRC, Add'l	\$ 44.18
Local Channel DS1, per month	\$ 44.35
NRC, First	\$246.50
NRC, Add'l	\$230.49
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00
Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
Tools (1) AIN, Service Creation	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective	

Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch,	\$.00125 per MOU
- Tandem switch +	\$.00200 per MOU
transport	\$.00325 per MOU
- End Office Switch	
- Combined	
(2) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$.002 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	
Operational Support Systems	TBD

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION

Physical Collocation Rates

Rate Element Description	Unit	Recurring Rate	Non-Recurring Rate
Application Fee/Planning Fee	Per Request	\$15.53	\$3,248
Space Preparation Fee	Per Request	N/A	ICB
Space Construction			N/A
Wire Cage	Per first 100 sq. ft.	\$41.99	
	Per add'l 50 sq. ft.	\$4.14	
Gypsum Board Cage	Per first 100 sq. ft.	\$84.10	
	Per add'l 50 sq. ft.	\$9.35	
Fire Rated Cage	Per first 100 sq. ft.	\$99.73	
	Per add'l 50 sq. ft.	\$11.30	
Floor Space/Land and Building	Per sq. ft.	\$4.25	N/A
Cable Installation	Per Cable	\$2.77	\$1,056
Cable Rack		\$22.94	N/A
Power	Per Amp	\$6.95	N/A
Cross Connects			
2 wire	Per 100 circuits	\$5.24	\$1,157
4 wire		\$5.24	\$1,157
DS1/DCS	Per 100 circuits	\$226.39	\$1,950
DS1/DSX		\$11.51	\$1,950
DS3/DCS	Per 28 circuits	\$56.97	\$528
DS3/DSX		\$10.06	\$528
Optical Circuits	Per 28 circuits	\$6.46	\$2,431
	Per circuit		
	Per circuit		
	Per connection		
Security Escort		N/A	
Regular Time	Per ¼ hour		\$10.89
Overtime	Per ¼ hour		\$13.64
Premium Time	Per ¼ hour		\$16.40
Security Access Cards	Per Request (5 cards)	N/A	\$85.12

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Virtual Collocation Rates

Rate Element Description	Unit	Recurring Rate	Non-Recurring Rate
Application Fee/Planning Fee	Initial Request Add'l cable request	N/A	\$4,122 \$1,249
Floor Space/Land and Building	Per sq. ft.	\$4.25	N/A
Cable Installation	Per Cable	\$12.45	\$965
Cable Rack	Per 1/4 Rack	\$2.24	N/A
Power	Per Amp	\$6.95	N/A
Cross Connects			
2-wire	Per 100 circuits	\$5.02	\$1,157
4 wire		\$5.02	\$1,157
DS1/DCS	Per 100 circuits	\$226.39	\$1,950
DS1/DSX		\$11.51	\$1,950
DS3/DCS	Per 28 circuits	\$56.97	\$528
DS3/DSX		\$10.06	\$528
Optical Circuits	Per 28 circuits	\$6.71	\$2,431
	Per circuit		
	Per circuit		
	Per connection		
Virtual to Virtual Connection	Per Cable		
Fiber		\$.19	\$526.17
DS1/DS3		\$.17	\$134.46
Equipment Maintenance and Security Escort		N/A	
Regular Time	Per 1/4 hour		\$10.89
Overtime	Per 1/4 hour		\$13.64
Premium Time	Per 1/4 hour		\$16.40

REVISED 7/25/98

TABLE 1

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50

End Office Switching	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge

Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)
NRC	\$100.49 (interim rate)
switched common	

per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	
per DA call	\$0.00055
Dedicated Transport	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00

Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$.00125 per MOU \$.00200 per MOU \$.00325 per MOU

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION

The following are interim rates, subject to true-up based on permanent rates.
Permanent rates will be set once BellSouth files appropriate TSLRIC cost studies and such studies are reviewed and approved by the Florida PSC.

PHYSICAL COLLOCATION

Application - Per Arrangement/Per Location-Nonrecurring	\$3,100.00
Space Preparation Fee - Nonrecurring	ICB
Space Construction Fee - Nonrecurring	\$3,750.00
Cable Installation - Per Entrance Cable	\$2,750.00
Floor Space Zone A, Per Square Foot, Per Month	\$4.28
Floor Space Zone B, Per Square Foot, Per Month	\$4.09
Power Per AMP, Per Month	\$3.86
Cable Support Structure, Per Entrance Cable	\$13.35
POT Bay (Optional Point of Termination Bay)	
Per 2-Wire Cross - Connect, Per Month	\$0.18
Per 4-Wire Cross - Connect, Per Month	\$0.44
Per DS1 Cross - Connect, Per Month	\$0.44
Per DS3 Cross - Connect, Per Month	\$3.66
Cross-Connects	
2-Wire Analog, Per Month	\$0.30
4-Wire Analog, Per Month	\$0.50
Nonrecurring 2-wire and 4-wire	\$9.25
DS1, Per Month	\$3.07
Nonrecurring - First/Additional	\$113.75/14.25
DS3, Per Month	\$39.64
Nonrecurring - First/Additional	\$113.75/14.25
Security Escort	
Basic - 1st half hour	\$41.00
Overtime - 1st half hour	\$48.00
Premium - 1st half hour	\$55.00
Basic - additional	\$25.00
Overtime - additional	\$30.00
Premium - additional	\$35.00

VIRTUAL COLLOCATION

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934. To this end, BellSouth shall file appropriate rates to be approved by the Florida Public Service Commission.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole Attachment	\$4.20 per attachment, per year
Conduit, per foot	\$0.56 per foot, per year
Work performed by BellSouth Employee, per hour	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 6

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	\$.008
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Message Distribution, per message	\$.004
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Data Transmission, per message	\$.001
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42. Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

AT&T COMMUNICATIONS OF
THE SOUTHERN STATES, INC.

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: William A. Carroll
William A. Carroll
Vice President

By: Jerry D. Hendrix
Jerry D. Hendrix
Director
Interconnection Services/
Pricing

June 10, 1997
Date

June 10, 1997
Date

DUPLICATE ORIGINAL

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FL6/10/97

ALTERNATIVE DISPUTE RESOLUTION

1. Purpose

Attachment 1 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and AT&T arising under this Agreement.

2. Exclusive Remedy

- 2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and AT&T arising under or related to this Agreement including its breach, except for: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Except as provided herein, BellSouth and AT&T hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto.
- 2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.
- 2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 1, the following provisions shall apply:
 - 2.1.2.1* To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.
 - 2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 1 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.

3. **Informal Resolution of Disputes**

- 3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).
- 3.2 The Parties may enter into a settlement of any dispute at any time.

4. **Initiation of an Arbitration**

Except for Disputes Affecting Service, if the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").

If the Inter-Company Review Board provided for in Section 3 of this Attachment 1 is unable to resolve a Dispute Affecting Service within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party, may, through its representative on the Inter-Company Review Board, request arbitration of what in good faith is believed to be a Dispute Affecting Service in accordance with the requirements of Section 9 of this Attachment 1, with the consent of the other party, which consent shall not be unreasonably withheld. Any dispute not resolved in accordance with Section 9 of this Attachment 1 shall be resolved as if it were not a Dispute Affecting Service.

5. **Governing Rules for Arbitration**

- 5.1 The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.

6. **Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process**

6.1 Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.

6.2 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

6.3 In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

6.4 **DELETED**

7. **Duties and Powers of the Arbitrators**

The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.

8. **Discovery and Proceedings**